

**RFP Ref: CO:ITD:CNW:396/R1:2019-20 dated 23.09.2019 for "Providing Internet Connectivity with DDoS Services"**
**Clarifications:**

<b>S.No</b>	<b>RFP Point No/Title</b>	<b>Page no in RFP</b>	<b>Clause as per RFP</b>	<b>Query/ Changes requested</b>	<b>Clarifications from the Bank</b>
1	Section II: 1.Description	7	Bank will not provide space and UPS power to Modems/equipment that may be required to provide the link. Bank will provide space and UPS power for equipment to be placed for providing DDOS services.	The network terminating equipment is required to deliver Internet Services along with DDOS. Rack space, cross connect and UPS power is required at DC and DR for installation of ISP network elements to deliver required services.	Please adhere to the terms and conditions of RFP. It is also clarified that the links including cross connects has to be laid by the successful bidder till the Bank's network rack.
2	Section II: 2. QUALIFICATION CRITERIA FOR BIDDERS-g	7	Should be in Core ISP business providing DDOS detection and mitigation services at least for a period of last one year.	Pls allow self declaration as supporting document to meet the criteria.	Please adhere to the terms and conditions of RFP.
3	Section II: 2. QUALIFICATION CRITERIA FOR BIDDERS-j	8	The scrubbing center from which the DDOS services are provided to bank should be located in India.	Pls allow self declaration as supporting document to meet the criteria.	It is clarified that Bank has asked for letter mentioning the scrubbing center is to be submitted, which is nothing but self declaration.
4	Section IV: 2. Obligations of the Bidders- 2.1- Confidentiality	17	The bidder either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.	Kindly note that the Service provided by the Bidder herein is a licensed service and is bound to the Department of Telecommunication/ TRAI, so any information or query sought forth by them cannot be with prior consent of the Bank.	It is clarified that the Bank has to be notified of the details requested by DOT /TRAI or any other Government organisation.

5	Section IV: 4. Time frame for completion of project	18	The links are to be commissioned with DDOS services within 8 weeks from the date of purchase order. The monitoring and maintenance of links should start from the next day of commissioning.	Requesting to change the delivery timelines to 12 weeks.	Please adhere to the terms and conditions of the RFP.
6	Section IV: 6.Liquidated Damages	18	If the commissioning is delayed beyond the timelines, the penalty of Rs.10,000/- per week or part thereof will be charged and recovered from subsequent payments. If the link is not commissioned with DDoS services within 10 weeks, it may lead to termination of entire contract under Termination of default.	<p>The applicable remedy for failure to perform various obligations is liquidated damages/ penalty and it should be noted that the contract can be terminated by a prior written notice only upon a material breach which is attributable to the Bidder which he does not cure within reasonable notice period provided to rectify such breach.</p> <p>Also the clause fails to address the concern when the delay is due to the reasons attributable to Bank or Force Majeure event. The Bidder cannot be held liable for LD in case the delay is due to reasons attributable to Bank or Force Majeure event.</p>	It is clarified that Liquidated damages is not applicable, if link commissioning is delayed due to reasons attributable to the Bank or force majeure event.
7	Section IV: 7.Acceptance tests	18	Acceptance tests will be carried out after the completion of the implementation and delivery of links. Bank will carry out acceptance tests and certify completion based on the results of the tests within 7 days from the date the circuit is made available to the bank.	<p>Pls mention the criteria of Acceptance tests and expected results for link acceptance.</p> <p>Requesting to change the same as 2 days.</p>	<p>It is clarified that the acceptance test will be carried out based on the technical requirements ported in the RFP</p> <p>Please adhere to the terms and conditions of the RFP</p>

8	Section IV: 8. Non-functioning of Links	19	Whenever the links are not functioning due to reasons attributable to Bank like earthing, UPS power, problems in Bank's equipments etc., the penalty for downtime will not be levied. The bidder has to record the above reasons and communicate to Corporate Office then and there. The copy of this communication should be produced along with the invoice for claiming exemption in penalty.	In case any device found lost or damaged with attribute to customer than customer has to bear the cost for lost/damaged as well as new device.	It is clarified that the bank need the DDoS mitigation equipment in OPEX model, so the bidder should have adequate insurance cover for the device. Bank will help in filing FIR in case of stolen equipment.
9	Section IV: 9.Contract Period	19	Initially, the contract period shall be minimum three year and will be reviewed annually, if necessary. Either party may terminate the contract by giving notice of 6 months after the completion of one year from the date of contract.	This clause is referring to Termination for convenience and the same is not allowed. Kindly note that termination of Convenience should only be allowed after a minimum period of time/Lock-in Period and/or after payment of Exit charges (to equate the initial investment expenses because for the commissioning of services the bidder will incur huge infrastructural costs and any sudden exit from contract by Bank may result in a huge loss to bidder).	Please adhere to the terms and conditions of RFP.
10	Section IV:10. Termination for Default-10.1	19	10.1 The Bank, without prejudice to any other remedy for breach of contract, by written 30 days' notice of default sent to the Successful bidder, may terminate this Contract in whole or in part : (b) if the Successful bidder fails to perform any	The contract can be terminated by a prior written notice only upon a material breach by a Party which a breaching Party does not cure within reasonable notice period provided to rectify such breach.	Please adhere to the terms and conditions of RFP.

			other obligation(s) under the Contract.	The contract can only be terminated if the failure to perform or any obligation is attributable to Bidder and not otherwise.	
11	Section IV:10. Termination for Default-10.2	19	In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated.	Please note that if the bank terminates the contract in such manner as may it deem fit and such termination is not attributable to Bidder then Bidder shall not be liable to pay any excess costs to the Bank for procuring goods and services from a different vendor.	Please adhere to the terms and conditions of RFP.
12	Section IV:12. Termination for Convenience-12.1	20	Either Parties, by 180 days written notice, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective	Kindly note that the contract can be terminated by a prior written notice only upon a material breach by a Party which a breaching Party does not cure within reasonable notice period provided to rectify such breach. Also, Bidder will incur initial investment costs for making services such as infrastructure, etc, available to Bank and in case of any untimely termination bidder will have to bear huge losses. Therefore it is suggested that the termination in such cases should only be allowed after the expiry of minimum period of Lock-in Period (to equate the initial investment	Please adhere to the terms and conditions of RFP.

				expenses) or after payment of Exit charges.	
13	Section IV: 13.Settlement of Disputes	21	<p>13.1) If any dispute or difference of any kind whatsoever shall arise between the bank and the Successful bidder(s) in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.</p> <p>13.2)If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the bank or the Successful bidder(s) may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>13.3)Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.</p>	Kindly note that pursuant to the amendment to the Arbitration and Conciliation Act, 2015 Sec 12(5) r/w Fifth and Seventh Schedule of the amended Act, lays restriction of a party to this dispute having direct or indirect interest in a party, ineligible to act or appoint arbitrator. In this tender the Indian Bank Association had direct alignment or related to Indian Bank a party to this bid.	Please refer amendment-3.

		<p>13.4) Arbitration proceedings shall be conducted in accordance with the following rules of procedure.</p> <p>The dispute resolution mechanism to be applied shall be as follows:</p> <p>a) In case of dispute or difference arising between the Bank and the Successful bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Successful bidder; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which appointment shall be final and binding on the parties.</p> <p>b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the</p>		
--	--	---	--	--

		<p>appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.</p> <p>c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>13.5) Notwithstanding any reference to arbitration herein,</p> <p>a) the parties shall continue to perform their respective obligation under the contract unless they</p>		
--	--	--	--	--

			<p>otherwise agree; and</p> <p>b) the bank shall pay the Successful bidder any monies due to the Successful bidder.</p> <p>c) Submitting to arbitration may be considered as additional remedy and it does not preclude the parties seek redressal/other legal recourse.</p>		
14	Section IV: 16. Limitation of Liability	22	Successful Bidder(s) aggregate liability under the contract shall be limited to a maximum of the contract value.	We request that the exposure placed under the Limitation of Liability for the Bidder under this Tender is too large and request that the same be restricted upto the value of order delivered by the Bidder over last twelve (12) months period under this Tender or its equivalent.	Please adhere to the terms and conditions of RFP.
15	Section VI:1. Technical Bid-A-11	29	Static IP IPV4 & IPV6 Addresses - static IP addresses are required at every site. The number of static LAN IP addresses should be minimum 32 on IPV4 and /64 on IPV6, at both locations. Apart from LAN IPs for the Link, link IPs are to be provided	Pls let us know the subnet required for IPV4 and IPV6 instead of no. of IP's.	Please refer amendment -1.
				Additional point to be included: If the existing provider becomes successful bidder, the same public LAN IP Segment to be retained. No additional public IP Segment required.	It is clarified that same public IP can be retained. However additional IPs to meet the requirement of RFP to be provided.
16	Section VI:1. Technical Bid-A-5	29	Topology and Media: The bidder should provide the links on fiber between the bidder routers and Bank router on fiber termination (Single Mode LC). The successful bidders are encouraged to have a standby local cable laid and kept without connections between the terminal	By putting redundant cable unconnected may not serve the purpose of redundancy. Instead the clause may be amended to: The bidder need to provide two redundant exit paths from its Network Terminating equipment so as to provide path level	Please adhere to the terms and conditions of RFP.



			equipment and bank router for redundancy.	redundancy at all times.	
17	Section VI:1. Technical Bid-A-6	29	Bidder should provide and install all the equipment needed for the purpose at his/her expenditure and Bank will not incur expenditure for any equipment. All the equipment to be installed in the bank premises, should have the provision for working with at least two redundant power sources.	Bank should provide cross connect, network rack and UPS power for bidder network equipment. In addition, the bank should provide unconditional without time bound access to bidder engineer for maintenance of its networking equipments in DC,DR	Cross connects is in the scope of the bidder. Rack space and UPS power for DDoS mitigation equipment will be provided by the bank. Bidders engineer with company ID will be provided access to the device for maintenance if any required upon request from the bidder.
18	Section VI:1. Technical Bid-A-7	29	The latency at all times to ping to common websites like google.com and Yahoo.com (servers located in Europe) should not exceed 100 ms. If at any time Latency is observed to be more than 100ms, same may be treated as link outage till the latency is restored to less than 100ms.	<p>We request the Bank to modify the latency from 100mSec to 220mSec.</p> <p>Request customer to modify as 200ms instead of 100ms</p> <p>The latency value of 100 ms is very less and cannot be met by any ISP. Pls increase latency value to London Server to 180 ms ex Mumbai.</p> <p>The standard Latency for Europe is 190ms PoP to PoP, request to consider the latency</p>	Please refer amendment-2.
19	Section VI:1. Technical Bid-A-8	29	Packet Loss/Drop : <0.1% over 60 minutes	<p>The value is very less and the same should be amended to: Packet Loss 1.0% or less.</p> <p>Request to consider packet drop &lt;0.5%</p> <p>Request customer to modify as: Packet Loss/Drop : &lt;1% over 60 minutes</p>	Please adhere to the terms and conditions of RFP.

20	Section VI:1. Technical Bid-A-13	31	Should route public IP addresses owned by the bank on the link when required	If the Bank opts for own public IP Segment. Bank will return the existing public IP Segment to the respective connectivity provider post migration of IP address by the Bank.	Accepted.
				Need clarification whether the IP address owned by bank have been sourced from APNIC or these belong to any other ISP? If from APNIC - Yes. If from any other ISP, then successful bidder may not be able to route these Ips through its own network. The routing protocol in this case will be BGP and bank must provide AS number for provisioning of BGP routing protocol in Provider Edge - Customer Edge link.	It is clarified that the existing IP addresses has been sourced from the ISP.
21	Section VI:1. Technical Bid-C-1	31	The solution must be able to detect and mitigate all types of Distributed Denial of Service Attacks (DDoS) attacks, other emerging network attacks.	Request bank to let us know what is the mitigation capacity for which we must submit our commercials. We assume if the attack is more than the mitigation capacity subscribed then the respective ISP must blackhole the IP address/s which are infected or getting targeted/victim.	It is clarified that mitigation bandwidth required is 5 Gbps on cloud & 500 Mbps on premise.
				Request to Specify the mitigation DDOS traffic bandwidth	
22	Section VI:1. Technical Bid-C-6	31	The solution must have a demonstrated ability to protect against potentially large volumes of DDOS data/traffic. Please specify	Please clarify	It is clarified that the mitigation bandwidth of the solution has to be provided.

			mitigation bandwidth.		
23	Section VI:1. Technical Bid-C-20	33	Bidder shall have DDOS Detection Infrastructure in High Availability	In DC & DR for application attack we are proposing CPE at both the location Single or Dual CPE Pls confirm.	It is clarified that, the requirement is single CPE each at DC & DR site for each ISP for each link.
24	Section VI:1. Technical Bid-C-21	33	Bidder shall have ability for infra to handle any size of attacks to ensure that DDOS infra itself does not go down and become unavailable to customer for mitigation	Request to Specify the mitigation DDOS traffic bandwidth	It is clarified that mitigation bandwidth required is 5 Gbps on cloud & 500 Mbps on premise
25	Section VI:1. Technical Bid-C-25	33	On Premise solution should be minimum EAL 2 or above (Common Criteria Certification) certified.	kindly provide the type of interface which is required on on-premise appliance to terminate the ILL output from CPE router on DDoS Appliance.	It is clarified that the interface type is RJ45.
26	Section VI:1. Technical Bid-D-b	33	There shall be a service level of a maximum 15 minutes response to any calls for DDOS Protection services with an expected unprotected time of not more than 30 minutes or less.	Request Bank to consider DDoS mitigation time as "Monthly Average Time to Start Mitigation should be ≤ 30 minutes"	Please adhere to the terms and conditions of RFP.
27	Section VI:1. Technical Bid-D-e	33	If DDOS attack has happened and the bidder fails to mitigate the attack, Rs. 10,000/- will be charged for attack period of every 10 Minutes are part thereof from the time bank informs to mitigate the attack in writing.	Request you to amend the clause as mentioned below:  If DDOS attack has happened and the bidder fails to mitigate the <b>attack, Rs. 5,000/- will be charged for attack period of every 1 hour</b> are part thereof from the time bank informs to mitigate the attack in writing.	Please adhere to the terms and conditions of RFP.

28	Section VI:9. Documents to be submitted in support of Eligibility criteria-g	44	Should be in Core ISP business providing DDOS detection and mitigation services at least for a period of last one year. Copies of the purchase order issued by the Organisations for having completed the project successfully and providing satisfactory performance currently should be enclosed alongwith bid.	Pls allow self declaration as supporting document to meet the criteria.	Please adhere to the terms and conditions of RFP.
29	Section VI:9. Documents to be submitted in support of Eligibility criteria-h	44	Should be registered with TRAI for providing Internet Bandwidth Service in India. Copy of letter of registration certificate to be provided.	There is no registration with TRAI per se and TRAI does not provide any registration number to ISP. Instead all ISPs, submit required reports to TRAI and ISPs reports and performance parameters are published by TRAI. Therefore, TRAI portal snapshot mentioning ISP name should be considered as documentary evidence to meet these criteria.	Please adhere to the terms and conditions of RFP.
30	General	NA	NA	for 500 Mbps Internet how much DDOS mitigation capacity required share the exact Mitigation capacity	It is clarified that mitigation bandwidth required is 5 Gbps on cloud & 500 Mbps on premise.
31	General	NA	Testing & Acceptance criteria	Pls help to clarify the testing and acceptance Criteria for same	Testing and acceptance criteria will be based on the technical requirements mentioned in the RFP.